

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

DAMIAN ORLOWSKI, et al.,

**Plaintiffs on behalf of themselves
and all other similarly situated,**

v.

**No. 2:11-cv-01396
JURY DEMANDED**

LARRY BATES, et al.

Defendants.

**ORDER MODIFYING ORDERS OF PREJUDGMENT ATTACHMENT AS TO
DEFENDANTS ROBERT BATES AND KINSEY BATES**

This matter came before the Court on September 2, 2015, for a follow-up status conference in regard to the order of prejudgment attachment entered by the Court at ECF Nos. 440 and 443. At the conference the Receiver reported that Defendants Larry Bates, Robert Bates and Kinsey Bates jointly own a house located at 130 Ping Hill Cove, Counce, Hardin County, Tennessee (the “House”) and that the property taxes for years 2013 and 2014 are delinquent and the house is uninsured. The Receiver offered use of the House, on certain terms and conditions, to Robert and Kinsey Bates, which would assist with securing insurance and defray costs. Robert and Kinsey Bates accepted the Receiver’s terms and conditions and these parties have agreed on a rental rate. Therefore, the Court finds that the Orders of Prejudgment Attachment entered at ECF Nos. 440 and 443, shall be modified as to Defendants Robert Bates and Kinsey Bates as follows:

1. Defendants Robert Bates and Kinsey Bates may reside at the property located at 130 Ping Hill Cove, Counce, Hardin County, Tennessee, as of September 3, 2015. No other

Defendant may reside at the House. If any other Defendant remains at the House for an extended period of time, as defined by the Receiver, Robert Bates and Kinsey Bates will, on motion to the Court, will be evicted from the Property;

2. Defendants Robert Bates and Kinsey Bates are prohibited and enjoined from entering on any of the property and improvements secured by the Receiver and Plaintiffs, including but not limited to 3780 Winwood Farms Loop and parcel Nos. 192-008.03, 192-008.04, 192-008-07 and 192-017.06;

3. Defendants Robert Bates and Kinsey Bates shall pay utilities and maintain the House during their occupancy. Robert Bates and Kinsey Bates shall also insure the House, at their expense, with the Receiver named as loss payee during their occupancy of the House under this order. In addition, Robert Bates and Kinsey Bates shall pay the past due property taxes years 2013 and 2014 and pay all property taxes that come due during their occupancy of the House under this order;

4. Robert Bates and Kinsey Bates shall provide proof of insurance and payment of property taxes within five (5) days of entry of this order and anytime thereafter at the request of the Receiver;

5. Beginning on October 1, 2015, and on the first day of each month thereafter, Robert and Kinsey Bates shall make a rental payment to the Receiver in an amount set by the Receiver;

6. The Receiver permits Robert Bates and Kinsey Bates to use a lawn mower subject to the orders of pre-judgment attachment to maintain the appearance of the House;

7. Defendants Robert Bates and Kinsey Bates are prohibited and enjoined from removing, selling or otherwise impairing the value of any property in the House or from taking any action that would decrease or waste the value of the House as a furnished residence;

8. If Defendants Robert Bates and Kinsey Bates fail to abide by the requirements of this order, on a motion to the Court, the Receiver may immediately evict them from the House.

It is so ORDERED this the 29th day of September, 2015.

/s/ Jon P. McCalla
JON P. McCALLA
U.S. DISTRICT COURT JUDGE